

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

**GENERAL MOTORS CORP., *et al.*,

Debtors.**

Case No. 09-50026

(Jointly Administered)

OBJECTION TO PROPOSED CURE AMOUNT

SSDC Services, Corp. ("SSDC"), by and through its undersigned counsel of record, submits this limited objection to the proposed cure amount which the Debtor, General Motors Corp., has proposed as part of its assumption and assignment of its three contracts with SSDC.

In support of this limited objection SSDC states as follows:

1. As a preliminary matter, SSDC does not object to the Debtor's plan to assume and assign its three contracts with SSDC. However, the Debtor's proposed cure amount does not cure all pre-petition arrearages. Rather, the Debtor needs to pay a total of \$191,752.86 to SSDC to cure all pre-petition arrearages.

2. On June 1, 2009 (the "Petition Date"), the Debtor and certain affiliated entities filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code with the United States Bankruptcy Court for the Southern District of New York (the "Court").

3. The Debtor and its debtor affiliates remain in possession of their property and continue to manage their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

4. Prior to the petition date, the Debtor and SSDC had entered into three separate contracts¹ In very general terms, SSDC manages coordination of benefits with the Debtor and the Centers for Medicare and Medicaid Services through data sharing, collection of overpayments and resolution of Medicare secondary payor debts.

¹ The Debtor's contract numbers for the three respective contracts are: GMS32414, GMS29638 and GMB07592.

5. On June 2, 2009, this Court entered an Order Approving Procedures for Sale of Debtors Assets Pursuant to The Master Sale and Purchase Agreement with Vehicle Acquisition Holdings LLC, A U.S. Treasury-Sponsored Purchaser, Scheduling Bid Deadline and Sale Hearing Date, Establishing Assumption and Assignment Procedures and Fixing Notice Procedures and Approving Form of Notice. (Docket No. 274).

6. On June 5, 2009, the Debtor sent SSDC a Notice of (I) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Amounts Related Thereto (hereinafter "Cure Notice").

7. The Debtor's proposed cure amount for the SSDC contracts is \$145,539.00 which figure covers four invoices that were issued pre-petition.

8. The proposed cure amount, however, did not cover three additional invoices:

Invoice No.	Date	Amount
285443	1/30/09	\$531.86
286326	3/31/09	\$2,262.00
287182 & 287184	5/29/09	\$43,420.00
Total:		\$46,213.86

Copies of these invoices are attached as Exhibit A.

9. Pursuant to 11 U.S.C. § 365(b), the Debtor is required to cure all arrearages as part of its assumption and assignment of contracts. Accordingly, the Debtor must provide cure payments for all outstanding pre-petition invoices which SSDC issued to it.

WHEREFORE, SSDC requests that this Court enter an Order requiring that it be paid a total cure amount of \$191,752.86 as part of the Debtor's assumption and assignment of its contracts with SSDC, and for all other relief that this Court deems just and equitable.

/s/ Michael E. Norton

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Attorneys for SSDC Services, Corp.

CERTIFICATE OF SERVICE

I herby certify that on this 12th day of June 2009, a true and correct copy of the above and foregoing was served by the method or methods specified below:

 X by **electronically** filing it with the Court using the CM/ECF system, which sent notification to all parties of interest participating in the CM/ECF system and

 X via **U.S. mail**, first class, postage prepaid and properly addressed to the parties and/or counsel, who do not receive notice electronically via CM/ECF, per the Court's mailing matrix attached hereto, and to:

 X via **facsimile** to the parties at the fax number set forth below or on the attached.

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Dated: June 12, 2009.

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